REMARKS/ARGUMENTS

This Amendment supplements the Amendment After Final Rejection dated January 2, 2008, which was entered by the Examiner. Claims 2-19, 21-23, and 25-37 are pending in the present application. Claims 3, 16-19, 21-22, and 34-37 have been amended. No new matter is believed to have been introduced to the application by this amendment. Applicants believe that the present application is in condition for allowance, for which prompt and favorable action is respectfully requested.

Summary of Interview

Applicants thank the Examiner for the courtesies extended to Applicants' representatives in the telephonic interviews conducted on April 22, April 23, and May 1, 2008, in which the foregoing claim rejections were discussed. As discussed during the interview, support for independent claims 16, 18, 22, 34, and 36 can be found, for example, in Figure 4 (e.g., the vertical axis shows the time line for the mobile 404), and support for independent claims 17, 19, 21, 35, and 37 can be found, for example, in Figures 4 and 5 (e.g., the vertical axis 402 in Figure 4 shows the time line for the base station controller). In accordance with the Examiner's suggestions during the interview, the Applicants have amended the claims as listed above in order to clarify the claim language.

Claim Rejections – 35 USC § 102

Claims 16, 18, 22, 34, and 36 are rejected under 35 U.S.C. 102(e) as allegedly being anticipated by U.S. Patent No. 6,804,219 ("Koo"). Reconsideration and withdrawal of this rejection is respectfully requested.

Amended independent Claims 16, 18, 22, 34, and 36 generally concern scheduling data transmissions, including receiving a request for a rate, in response to the rate request, transmitting a rate assignment that indicates a scheduled rate applicable for a scheduled duration, and receiving data for the scheduled duration at the scheduled rate. Claims 16, 18, 22, 34, and 36 have been amended to include the limitation of the scheduled duration being less than or equal to a scheduling period, where the scheduling period is an interval of time after transmission of the rate assignment.

Koo is not seen to teach or suggest at least the feature of a scheduled duration being less than or equal to a scheduling period, where the scheduling period is an interval of time after

transmission of the rate assignment. The Office Action contends that Koo allegedly teaches or suggests a "scheduled duration is less than or equal to a scheduling period, the scheduling period is an interval of time after which a scheduler makes a scheduling decision" at col.2 ll.39-51 because Koo allegedly discloses "the scheduling time and period at which [Koo] transmits is predetermined so it can be equal each time." Office Action, page 5. A predetermined scheduling time and period are not, however, understood to teach or suggest a scheduled duration being less than or equal to a scheduling period, where the scheduling period is an interval of time after transmission of the rate assignment.

Accordingly, Koo is not seen to teach or suggest the features of Claims 16, 18, 22, 34, and 36. Withdrawal of the § 102(e) rejection of Claims 16, 18, 22, 34, and 36 is respectfully requested.

U.S. Patent No. 5,390,165 ("Tuch") is not seen to remedy the deficiencies of Koo. Specifically, Tuch is not seen to teach or suggest at least the feature of a scheduled duration being less than or equal to a scheduling period, where the scheduling period is an interval of time after transmission of the rate assignment.

Accordingly, Claims 16, 18, 22, 34, and 36 are believed to be in condition for allowance.

Claim Rejections – 35 USC § 103

Claims 2-3, 17, 19, 21, 23-24, 35, and 37 are rejected under 35 U.S.C. 103(a) as allegedly being obvious over Koo in view of Tuch. Claims 4-15 and 25-33 were rejected under 35 U.S.C. 103(a) as allegedly being obvious over Koo in view of Tuch, and further in view of Tiedemann. Reconsideration and withdrawal of these rejections are respectfully requested.

Claims 17, 19, 21, 35, and 37 generally concern transmitting data. Claims 17, 19, 21, 35, and 37 include transmitting a request for a rate if data arrives in a buffer, data in the buffer exceeds a buffer depth, and sufficient power exists to transmit at the rate requested. Claims 17, 19, 21, 35, and 37 also include receiving a rate assignment responsive to the rate request, where the rate assignment indicates a scheduled duration and a scheduled rate applicable for the scheduled duration. Claims 17, 19, 21, 35, and 37 further include transmitting data, where the transmitting is responsive to the rate assignment, and where the data is transmitted for the scheduled duration at the scheduled rate.

Koo is also not seen to teach or suggest transmitting a request for a rate if data arrives in a buffer, data in the buffer exceeds a buffer depth, and sufficient power exists to transmit at the rate requested, as recited in independent Claims 17, 19, 21, 35, and 37, and as conceded in the Office Action. Office Action, p.5.

Tuch is not seen to remedy the deficiencies of Koo. Tuch is seen to be generally directed to a method and apparatus for transmitting digital data packets on a wireless channel. *See* Tuch, Abstract. Specifically, Tuch is seen only to disclose calculating packet energy using "packet length d_x derived from [a] packet length buffer." Tuch, col.4 ll.45-47.

The Advisory Action contends that Tuch teaches a power level cannot be exceeded because a packet length exceeding a buffer length would not satisfy a relationship I_x disclosed in Tuch in col.3 l.45. Advisory Action, Continuation Sheet. This disclosure in Tuch teaches away from the present invention. Specifically, Tuch does not permit a buffer length to be exceeded, which is quite different than the claimed invention, which permits a buffer length to be exceeded in order (i.e., Applicants' "buffer depth") to cause an event (i.e., transmitting a request for a rate) to occur. No statements or contentions in the Advisory Action or anywhere else in Tuch teach or suggest transmitting a request for a rate if data in the buffer exceeds a buffer depth. It goes without saying then that Tuch likewise does not teach or suggest transmitting a request for a rate if both data in the buffer exceeds a buffer depth and sufficient power exists to transmit at the rate requested. Accordingly, whether alone or in combination with Koo, Tuch is not seen to teach or suggest the features of the claimed invention, particularly with respect to at least the features of "transmitting a request for a rate if . . . data in the buffer exceeds a buffer depth."

Accordingly, the applied references, either alone or in combination, are not seen to teach or suggest the features of independent Claims 17, 19, 21, 35, and 37, which are believed to be in condition for allowance.

The other claims in the application are dependent from the independent claims discussed above and therefore are believed to be allowable over the applied references for at least the same reasons. Because each dependent claim is deemed to define an additional aspect of the invention, the individual consideration of each on its own merits is respectfully requested.

CONCLUSION

In light of the amendments contained herein, Applicants submit that the application is in condition for allowance, for which early action is requested.

Please charge any fees or overpayments that may be due with this response to Deposit Account No. 17-0026.

Respectfully submitted,

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